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12 **UNITED STATES DISTRICT COURT**
13 **CENTRAL DISTRICT OF CALIFORNIA**

14 CORONIS HEALTH RCM, LLC; and
15 PRACTICAL HOLDINGS, LLC, F/K/A
16 PRACTISOURCE LLC,

17 Plaintiffs/Counter-
18 Defendants,

19 vs.

20 NEXTGEN LABORATORIES, INC,
21 Defendant/Counter-Claimant.

Case No.: 8:23-cv-00111-FWS-DFM
Assigned to Hon. Fred W. Slaughter

**STIPULATION AND PROPOSED
PROTECTIVE ORDER**

Date Filed: January 18, 2023

Trial Date: May 21, 2024

22 1. PURPOSES AND LIMITATIONS

23 Discovery in this action will likely involve the production of confidential,
24 proprietary, or private information for which special protection from public disclosure
25 and use for any purpose other than pursuing this litigation may be warranted.

26 Accordingly, the parties stipulate to and petition the Court to enter the following
27 Stipulated Protective Order. The parties acknowledge that this Order does not confer
28 blanket protections on all disclosures or responses to discovery. The protection from

1 public disclosure and use extends only to the limited information or items entitled to
2 confidential treatment under the applicable legal principles.

3 2. GOOD CAUSE STATEMENT

4 This action will likely involve trade secrets, pricing information, and other
5 valuable development, commercial, financial, technical, and/or proprietary
6 information for which special protection from public disclosure and use for any
7 purpose other than the prosecution of this action is warranted. Such confidential and
8 proprietary materials and information consist of, among other things, confidential
9 business or financial information, information regarding confidential business
10 practices, or other confidential research, development, or commercial information
11 (including information implicating privacy rights of third parties), information
12 otherwise generally unavailable to the public, or which may be privileged or otherwise
13 protected from disclosure under state or federal statutes, court rules, case decisions, or
14 common law. This action will also likely involve individual non-parties' protected
15 health information. Accordingly, to expedite the flow of information, to facilitate the
16 prompt resolution of disputes over the confidentiality of discovery materials, to
17 adequately protect information the parties are entitled and/or required to keep
18 confidential, to ensure that the parties are permitted reasonable necessary uses of such
19 material in preparation for and in the conduct of trial, to address their handling at the
20 end of the litigation, and serve the ends of justice, a protective order for such
21 information is justified in this matter. The parties intend that information will not be
22 designated as confidential for tactical reasons and that nothing be so designated
23 without a good faith belief that it is Protected Health Information, as that term is
24 defined in Section 4.4 below and/or has been maintained in a confidential, non-public
25 manner and that there is good cause why it should not be part of the public record of
26 this case.

27 3. ACKNOWLEDGMENT OF UNDER SEAL FILING PROCEDURE

28 The parties further acknowledge, as outlined in Section 14.3 below, that this

1 Stipulated Protective Order does not entitle them to file confidential information under
2 seal; Local Civil Rule 79-5 sets forth the procedures that must be followed and the
3 standards that will be applied when a party seeks permission from the court to file
4 material under seal. There is a strong presumption that the public has a right of access
5 to judicial proceedings and records in civil cases. A specific showing of good cause or
6 compelling reasons with proper evidentiary support and legal justification must be
7 made concerning Protected Material that a party seeks to file under seal in connection
8 with non-dispositive motions. *See Kamakana v. City and County of Honolulu*, 447
9 F.3d 1172, 1176 (9th Cir. 2006); *Phillips v. Gen. Motors Corp.*, 307 F.3d 1206, 1210-
10 11 (9th Cir. 2002). The parties' mere designation of Disclosure or Discovery Material
11 as CONFIDENTIAL does not—without the submission of competent evidence by
12 declaration establishing that the material sought to be filed under seal qualifies as
13 confidential, privileged, or otherwise protectable—constitute good cause.

14 Further, if a party requests sealing related to a dispositive motion or trial, then
15 compelling reasons, not only good cause, for the sealing must be shown, and the relief
16 sought shall be narrowly tailored to serve the specific interest to be protected. *See*
17 *Pintos v. Pacific Creditors Ass'n.*, 605 F.3d 665, 677-79 (9th Cir. 2010). For each
18 item or type of information, document, or thing sought to be filed or introduced under
19 seal, the party seeking protection must articulate compelling reasons for the requested
20 sealing order, supported by specific facts and legal justification. Again, competent
21 evidence supporting the application to file documents under seal must be provided by
22 declaration.

23 Any document that is not confidential, privileged, or otherwise protectable in its
24 entirety will not be filed under seal if the confidential portions can be redacted. If
25 documents can be redacted, then a redacted version for public viewing shall be filed,
26 omitting only the confidential, privileged, or otherwise protectable portions of the
27 document. Any application that seeks to file documents under seal in their entirety
28 should explain why redaction is not feasible.

1 4. DEFINITIONS

2 4.1 Action: this pending Federal lawsuit.

3 4.2 Challenging Party: a Party or Non-Party that challenges the
4 designation of information or items under this Order.

5 4.3 “CONFIDENTIAL” Information or Items: information (regardless of
6 how it is generated, stored, or maintained) or tangible things that qualify for protection
7 under Federal Rule of Civil Procedure 26(c) and as specified above in the Good Cause
8 Statement.

9 4.4 “PROTECTED HEALTH INFORMATION”: information supplied in any
10 form, including in documents, that identifies an individual in any manner and relates
11 to the past, present, or future care, services, or supplies relating to the physical or
12 mental health condition for such individual, the provision of health care to such
13 individual, or the past, present, or future payment for the provision of health care to
14 such individual. These terms specifically include “protected health information” as
15 such term is defined by the Standards for Privacy of Individually Identifiable Health
16 Information, 45 C.F.R. Parts 160 and 164, promulgated pursuant to the Health
17 Insurance Portability and Accountability Act of 1996. *See* 45 C.F.R. § 160.103
18 (defining “protected health information” and “individually identifiable health
19 information”). Protected Health Information includes, but is not limited to, medical
20 bills, claim forms, requisitions, medical records, medical charts, test results, notes,
21 dictation, invoices, itemized billing statements, remittance advice forms, explanations
22 of benefits, checks, notices, and requests that refer to or identify individual patient(s)
23 in any manner. In order to facilitate the production of Protected Health Information
24 and to protect its confidentiality, the parties from whom such Protected Health
25 Information is sought may produce such material to any party in the Action in an
26 unredacted form without such production constituting a waiver of confidentiality.
27 However, the use of such unredacted Protected Health Information is governed by the
28 terms of this Order with respect to Confidential information. Protected Health

1 Information shall be treated and designated as “CONFIDENTIAL.”

2 4.5 Counsel: Outside Counsel of Record and In-House Counsel (as well as
3 their support staff).

4 4.6 Designating Party: a Party or Non-Party that designates information or
5 items it produces in disclosures or in response to discovery as “CONFIDENTIAL”

6 4.7 Disclosure or Discovery Material: all items or information, regardless of
7 the medium or manner in which it is generated, stored, or maintained (including,
8 among other things, testimony, transcripts, and tangible things), that are produced or
9 generated in disclosures or responses to discovery.

10 4.8 Expert: a person with specialized knowledge or experience in a matter
11 pertinent to the litigation who has been retained by a Party or its counsel to serve as an
12 expert witness or consultant in this Action.

13 4.9 In-House Counsel: attorneys who are employees of a party to this
14 Action. In-House Counsel does not include Outside Counsel of Record or any other
15 outside counsel.

16 4.10 Non-Party: any natural person, partnership, corporation, association, or
17 other legal entity not named as a Party to this action.

18 4.11 Outside Counsel of Record: attorneys who are not employees of a party
19 to this Action but are retained to represent a party to this Action and have appeared in
20 this Action on behalf of that party or are affiliated with a law firm that has appeared
21 on behalf of that party, including support staff.

22 4.12 Party: any party to this Action, including its officers, directors,
23 employees, consultants, retained experts, and Outside Counsel of Record (and their
24 support staffs), limited to those with a legitimate need to know.

25 4.13 Producing Party: a Party or Non-Party that produces Disclosure or
26 Discovery Material in this Action.

27 4.14 Professional Vendors: persons or entities that provide litigation support
28 services (e.g., photocopying, videotaping, translating, preparing exhibits or

demonstrations, and organizing, storing, or retrieving data in any form or medium) and their employees and subcontractors.

4.15 Protected Material: any Disclosure or Discovery Material designated as “CONFIDENTIAL”

4.16 Receiving Party: a Party that receives Disclosure or Discovery Material from a Producing Party.

5. SCOPE

The protections conferred by this Stipulation and Order cover not only Protected Material (as defined above) but also (1) any information copied or extracted from Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony, conversations, or presentations by Parties or their Counsel that might reveal Protected Material.

Any use of Protected Material at trial shall be governed by the orders of the trial judge and other applicable authorities. This Order does not govern the use of Protected Material at trial.

6. DURATION

Once a case proceeds to trial, information that was designated as CONFIDENTIAL or maintained pursuant to this protective order used or introduced as an exhibit at trial becomes public and will be presumptively available to all members of the public, including the press unless compelling reasons supported by specific factual findings to proceed otherwise are made to the trial judge in advance of the trial. *See Kamakana*, 447 F.3d at 1180-81 (distinguishing “good cause” showing for sealing documents produced in discovery from “compelling reasons” standard when merits-related documents are part of court record). Accordingly, the terms of this protective order do not extend beyond the commencement of the trial. Notwithstanding the foregoing, in any publicly filed document or during any hearing in this Action, the Parties shall redact Protected Health Information to remove individual patient identifiers (including all Social Security and other identifying

1 numbers associated with the names of individual patients) and request that any exhibit
2 referring, relating to, or including unredacted Protected Health Information be placed
3 under seal. Nothing in this paragraph shall limit the right of any Party to petition the
4 Court for an *in camera* review of Protected Material.

5 7. DESIGNATING PROTECTED MATERIAL

6 7.1 Exercise of Restraint and Care in Designating Material for Protection.

7 Each Party or Non-Party that designates information or items for protection under this
8 Order must limit any such designation to specific material that qualifies under the
9 appropriate standards. The Designating Party must designate for protection only those
10 parts of material, documents, items, or oral or written communications that qualify so
11 that other portions of the material, documents, items, or communications for which
12 protection is not warranted are not swept unjustifiably within the ambit of this Order.
13 Mass, indiscriminate, or routinized designations are prohibited.

14 If it comes to a Designating Party's attention that information or items
15 designated for protection do not qualify, that Designating Party must promptly notify
16 all other Parties that it is withdrawing the inapplicable designation.

17 7.2 Manner and Timing of Designations. Except as otherwise provided in
18 this Order, or as otherwise stipulated or ordered, Disclosure or Discovery Material that
19 qualifies for protection under this Order must be so designated before the material is
20 disclosed or produced.

21 Designation in conformity with this Order requires:

22 (a) for information in documentary form (e.g., paper or electronic
23 documents, but excluding transcripts of depositions or other pretrial or trial
24 proceedings): that the Producing Party affix, at a minimum, the legend
25 "CONFIDENTIAL" (hereinafter "Confidentiality Legend"), to each page that
26 contains protected material. If only a portion of the material on a page qualifies for
27 protection, the Producing Party also must identify the protected portion(s) (e.g., by
28 making appropriate markings in the margins).

1 A Party or Non-Party that makes original documents available for inspection
2 need not designate them for protection until after the inspecting Party has indicated
3 which documents it would like copied and produced. During the inspection and before
4 the designation, all material made available for inspection shall be deemed
5 “CONFIDENTIAL.” After the inspecting Party has identified the documents it wants
6 copied and produced, the Producing Party must determine which documents, or
7 portions thereof, qualify for protection under this Order. Then, before producing the
8 specified documents, the Producing Party must affix the Confidentiality Legend to
9 each page that contains Protected Material.

10 (b) for testimony given in depositions: that the Designating Party
11 identifies, in writing, all protected testimony within fifteen (15) days of receipt of the
12 completed transcript.

13 (c) for responses to written discovery requests, Protected Material
14 contained therein shall be designated as “CONFIDENTIAL” by means of a statement
15 at the conclusion of each answer specifying what portion of the written discovery
16 request or response is considered to be Protected Material and the Producing Party
17 must affix the Confidentiality Legend on the front of any discovery responses
18 containing such Protected Materials.

19 (d) for information produced in some form other than documentary and
20 for any other tangible items: that the Producing Party affix in a prominent place on the
21 exterior of the container or containers in which the information is stored the legend
22 “CONFIDENTIAL.”

23 7.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
24 failure to designate qualified information or items does not, standing alone, waive the
25 Designating Party’s right to secure protection under this Order for such material.
26 Upon timely correction of a designation, the Receiving Party must make reasonable
27 efforts to assure that the material is treated in accordance with the provisions of this
28 Order.

1 8. CHALLENGING CONFIDENTIALITY DESIGNATIONS

2 8.1. Timing of Challenges. Any Party or Non-Party may challenge a
3 confidentiality designation at any time that is consistent with the Court's Scheduling
4 Order.

5 8.2 Meet and Confer. The Challenging Party shall initiate the dispute
6 resolution process under Local Rule 37-1 et seq.

7 8.3 Joint Stipulation. Any challenge submitted to the Court shall be via a
8 joint stipulation pursuant to Local Rule 37-2.

9 8.4 The burden of persuasion in any such challenge proceeding shall be on
10 the Designating Party. Frivolous challenges, and those made improperly (e.g., to
11 harass or impose unnecessary expenses and burdens on other parties), may expose the
12 Challenging Party to sanctions. Unless the Designating Party has waived or
13 withdrawn the confidentiality designation, all parties shall continue to afford the
14 material in question the level of protection to which it is entitled under the Producing
15 Party's designation until the Court rules on the challenge.

16 9. ACCESS TO AND USE OF PROTECTED MATERIAL

17 9.1 Basic Principles. A Receiving Party may use Protected Material disclosed
18 or produced by another Party or by a Non-Party in connection with this Action only
19 for prosecuting, defending, or attempting to settle this Action. Such Protected Material
20 may be disclosed only to the categories of persons and under the conditions described
21 in this Order. When the Action has been terminated, a Receiving Party must comply
22 with the provisions of Section 15 below (FINAL DISPOSITION).

23 Protected Material must be stored and maintained by a Receiving Party at a
24 location and in a secure manner that ensures that access is limited to the persons
25 authorized under this Order.

26 9.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless
27 otherwise ordered by the court or permitted in writing by the Designating Party, a
28 Receiving Party may disclose any information or item designated "CONFIDENTIAL"

1 only to:

2 (a) the Receiving Party's Outside Counsel of Record in this Action, as
3 well as employees of, said Outside Counsel of Record to whom it is reasonably
4 necessary to disclose the information for this Action;

5 (b) the officers, directors, and employees (including In-House Counsel)
6 of the Receiving Party, to whom disclosure is reasonably necessary for this Action;

7 (c) Experts (as defined in this Order) of the Receiving Party to whom
8 disclosure is reasonably necessary for this Action and who have signed the
9 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

10 (d) the court and its personnel, either *in camera* or redacted, or filed
11 under seal as described herein or as otherwise directed by the Court;

12 (e) court reporters and their staff;

13 (f) professional jury or trial consultants, mock jurors, and Professional
14 Vendors to whom disclosure is reasonably necessary for this Action and who have
15 signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

16 (g) the author or recipient of a document containing the information or a
17 custodian or other person who otherwise possessed or knew the information;

18 (h) during their depositions, witnesses, and attorneys for witnesses, in the
19 Action to whom disclosure is reasonably necessary provided: (1) the deposing party
20 requests that the witness signs the form attached as Exhibit A hereto; and (2) they will
21 not be permitted to keep any confidential information unless they sign the
22 "Acknowledgment and Agreement to Be Bound" (Exhibit A) unless otherwise agreed
23 by the Designating Party or ordered by the court. Pages of transcribed deposition
24 testimony or exhibits to depositions that reveal Protected Material may be separately
25 bound by the court reporter and may not be disclosed to anyone except as permitted
26 under this Stipulated Protective Order; and

27 (i) any mediators or settlement officers and their supporting personnel
28 mutually agreed upon by any parties engaged in settlement discussions.

1 Notwithstanding anything to the contrary in the foregoing, the Parties shall
2 redact from publicly-filed documents Protected Health Information to remove
3 individual patient identifiers (including all Social Security and other identifying
4 numbers associated with the names of individual patients) and request that any exhibit
5 referring, relating to, or including unredacted Protected Health Information be placed
6 under seal.

7 To the extent that any Protected Health Information is transmitted from or to
8 any person entitled to receive such information outside the Receiving Party's Outside
9 Counsel's office, the transmission shall be encrypted if the material is in electronic
10 format (e.g. PDF, TIFF, Word, or Excel files). Transmission of Protected Health
11 Information (regardless of whether in paper or encrypted electronic format) shall be
12 only (i) by hand delivery in sealed envelopes or containers; (ii) by outside counsel or
13 by secure transport carrier (e.g., Federal Express) in sealed envelopes or containers;
14 (iii) by Secure file transfer site where (1) the Secure file transfer site implements 256
15 bit AES encryption over SSL and utilizes access controls, and (2) the files containing
16 the Protected Health Information are encrypted and removed from the Secure file
17 transfer site within 7 days; or (iv) by e-mail as an encrypted attachment sent directly
18 to an authorized recipient. No Party shall reproduce Protected Health Information in
19 the text of an unencrypted e-mail, but must send such information in an encrypted
20 attachment. Notwithstanding the foregoing, counsel for the Receiving Party may
21 electronically transmit the Protected Health Information of a Producing Party without
22 first encrypting the information when the information is transmitted only over the
23 Receiving Party's counsel office's own private and secure network only to authorized
24 recipients within the Receiving Party's counsel's office, with any remote access to the
25 private and secure network being over a secure (end-to-end), encrypted Internet
26 connection implemented with at least 256 bit AES encryption and requiring
27 authenticated authorized access.

28 Notwithstanding the foregoing, nothing in this Order shall require Protected

1 Health Information hosted by a professional vendor that has agreed to be subject to the
 2 Order to be encrypted when viewed by an authenticated authorized recipient over a
 3 secure (end-to-end) encrypted Internet connection. To the extent that any Protected
 4 Health Information is stored on any portable computer or portable electronic medium,
 5 it must also be encrypted.

6 Notwithstanding any provision of this Order to the contrary, in accordance with
 7 any applicable federal laws that afford heightened protection to certain categories of
 8 Protected Health Information, including, but not limited to, records or diagnosis or
 9 treatment for alcohol or substance abuse, certain sexually transmitted diseases such as
 10 HIV/AIDS, and research and other records pertaining to genetic testing, the Producing
 11 Party must redact any information afforded heightened protection by such federal
 12 laws.

13 10. PRODUCTION OF PROTECTED MATERIAL PURSUANT TO
 14 LEGAL PROCESS NOT IN CONNECTION WITH THE ACTION

15 If a Party is served with a subpoena, court order, civil investigative demand, or
 16 other process from a third party, or some other form of legal process from any court,
 17 federal, or state regulatory or administrative body or agency, legislative body, or other
 18 person or entity seeking the production of Protected Material (“Third Party Demand”) that compels disclosure of any information or items designated by another Party (i.e.,
 19 not the recipient of such Third Party Demand) in this Action as “CONFIDENTIAL,”
 20 that Party must:

22 (a) promptly notify in writing the Designating Party. Such notification
 23 shall include a copy of the Third Party Demand;

24 (b) promptly notify in writing the party who caused the Third Party
 25 Demand to issue that some or all of the material covered by the Third Party Demand is
 26 subject to this Protective Order. Such notification shall include a copy of this
 27 Stipulated Protective Order; and

28 (c) cooperate with respect to all reasonable procedures sought to be

pursued by the Designating Party whose Protected Material may be affected. If the Designating Party timely seeks a protective order, the Party served with the Third Party Demand order shall not produce any information designated in this action as “CONFIDENTIAL” before a determination by the court, administrative, or legislative body from which the Third Party Demand issued unless the Party has obtained the Designating Party’s permission. The Designating Party shall bear the burden and expense of seeking protection of its confidential material in that court. Nothing in these provisions should be construed as authorizing or encouraging a Receiving Party in this Action to disobey a lawful directive from another court. Nothing contained herein shall prevent a Party from producing its own Protected Material in response to a Third Party Demand.

11. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO
BE PRODUCED IN THIS LITIGATION

(a) This Order’s terms apply to information produced by a Non-Party in this Action and designated as “CONFIDENTIAL.” Such information produced by Non-Parties in connection with this litigation is protected by the remedies and relief provided by this Order. Nothing in these provisions should be construed as prohibiting a Non-Party from seeking additional protections.

(b) If a Party is required, by a valid discovery request, to produce a Non-Party’s confidential information in its possession, and the Party is subject to an agreement with the Non-Party not to produce the Non-Party’s confidential information, then the Party shall:

(1) promptly notify in writing the Requesting Party and the Non-Party that some or all of the information requested is subject to a confidentiality agreement with a Non-Party;

(2) promptly provide the Non-Party with a copy of the Stipulated Protective Order in this Action, the relevant discovery request(s), and a reasonably specific description of the information requested; and

1 (3) make the information requested available for inspection by the Non-
2 Party, if requested.

3 (c) If the Non-Party fails to seek a protective order from this court within
4 14 days of receiving the notice and accompanying information, the Receiving Party
5 may produce the Non-Party's confidential information responsive to the discovery
6 request. If the Non-Party timely seeks a protective order, the Receiving Party shall not
7 produce any information in its possession or control subject to the confidentiality
8 agreement with the Non-Party before a determination by the court. Absent a court
9 order to the contrary, the Non-Party shall bear the burden and expense of seeking
10 protection of its Protected Material in this court.

11 12. UNAUTHORIZED DISCLOSURE OF PROTECTED
12 MATERIAL

13 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
14 Protected Material to any person or in any circumstance not authorized under this
15 Stipulated Protective Order, the Receiving Party must immediately (a) notify in
16 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts
17 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or
18 persons to whom unauthorized disclosures were made of all the terms of this Order,
19 and (d) request such person or persons to execute the "Acknowledgment and
20 Agreement to Be Bound" attached hereto as Exhibit A.

21 13. INADVERTENT PRODUCTION OF PRIVILEGED OR
22 OTHERWISE PROTECTED MATERIAL

23 The production of privileged or work-product protected documents,
24 electronically stored information ("ESI") or Information, whether inadvertent or
25 otherwise, is not a waiver of the privilege or protection from discovery in this case or
26 in any other federal or state proceeding. This Order shall be interpreted to provide the
27 maximum protection allowed by Federal Rule of Evidence 502(d). When a Producing
28 Party gives notice to Receiving Parties that certain inadvertently produced material is

1 subject to a claim of privilege or other protection, the obligations of the Receiving
2 Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B).

3 14. MISCELLANEOUS

4 14.1 Right to Further Relief. Nothing in this Order abridges the right of any
5 person to seek its modification by the Court in the future.

6 14.2 Right to Assert Other Objections. By stipulating to the entry of this
7 Protective Order, no Party waives any right it otherwise would have to object to
8 disclosing or producing any information or item on any ground not addressed in this
9 Stipulated Protective Order. Similarly, no Party waives any right to object on any
10 ground to use in evidence of any material covered by this Protective Order.

11 14.3 Filing Protected Material. A Party that seeks to file under seal any
12 Protected Material must comply with Local Civil Rule 79-5. Protected Material may
13 only be filed under seal pursuant to a court order authorizing the sealing of the
14 specific Protected Material. If the court denies a Party's request to file Protected
15 Material under seal, the Receiving Party may file the information in the public record
16 unless otherwise instructed by the court.

17 14.4 Use of Own Protected Material: Nothing in this Order shall prevent a
18 Designating Party from use of its own Protected Material in its possession, custody, or
19 control.

20 15. FINAL DISPOSITION

21 After the final disposition of this Action, as defined in paragraph 6, within 60
22 days of a written request by the Designating Party, each Receiving Party must return
23 all Protected Material to the Producing Party or destroy such material. As used in this
24 subdivision, "all Protected Material" includes all copies, abstracts, compilations,
25 summaries, and any other format reproducing or capturing any of the Protected
26 Material. Whether the Protected Material is returned or destroyed, the Receiving Party
27 must submit a written certification to the Producing Party (and, if not the same person
28 or entity, to the Designating Party) by the 60-day deadline that (1) identifies (by

category, where appropriate) all the Protected Material that was returned or destroyed and (2) affirms that the Receiving Party has not retained any copies, abstracts, compilations, summaries or any other format reproducing or capturing any of the Protected Material. Notwithstanding this provision, Counsel are entitled to retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work product, and consultant and expert work product, even if such materials contain Protected Material. Any such archival copies that contain or constitute Protected Material remain subject to this Protective Order as set forth in Section 6 (DURATION).

16. VIOLATION

Any violation of this Order may be punished by appropriate measures, including, without limitation, contempt proceedings and/or monetary sanctions.

IT IS SO STIPULATED THROUGH COUNSEL OF RECORD.

Dated: April 27, 2023

By: /s/ Jacob A. Rey

Galen D. Bellamy

Jacob A. Rey (*pro hac vice*)

Attorneys for Plaintiffs & Counter-Defendants
Coronis Health RCM, LLC and Practical
Holdings, LLC

Dated: April 27, 2023

By: /s/ Seth B. Orkand

Katie J. Brinson

Seth B. Orkand (*pro hac vice*)

Edward J. Heath (*pro hac vice*)

Attorneys for Defendant & Counter-Claimant
NextGen Laboratories, Inc.

1 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

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3 DATED: May 2, 2023

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6 Hon. Douglas F. McCormick
7 United States District Court
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EXHIBIT A

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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

CORONIS HEALTH RCM, LLC; and
PRACTICAL HOLDINGS, LLC, F/K/A
PRACTISOURCE, LLC,

Plaintiffs/Counter-
Defendants,

vs.

NEXTGEN LABORATORIES, INC,
Defendant/Counter-Claimant.

Case No.: 8:23-cv-00111-FWS-DFM
Assigned to Hon. Fred W. Slaughter

**AGREEMENT TO BE BOUND BY
PROTECTIVE ORDER**

I, _____, declare that:

1. My address is _____.

2. My present employer is _____

_____.

3. My present occupation or job description is _____

_____.

4. I have read and understood the provisions of the Protective Order the
Court has entered in this case, and I will comply with all of its provisions.

5. I will hold in confidence and not disclose to anyone not authorized by the
Protective Order any Confidential Material disclosed to me, or any summaries,
abstracts, indices, descriptions, discussions, or other documents or communications
containing or describing Confidential Material disclosed to me.

6. I will limit the use of Confidential Material disclosed to me solely for
purposes of this case.

7. I agree to subject myself to this Court's jurisdiction for any proceedings
relating to compliance with or violating the Protective Order.

1 8. Within sixty (60) days of the conclusion of the case, I will destroy or
2 return all Confidential Material and summaries, abstracts, and indices thereof which
3 come into my possession, and documents or things which I have prepared relating to
4 it, to outside counsel for the party who disclosed the Confidential Material to me.

5 I declare under penalty of perjury that the foregoing is true and correct.
6
7

8 Dated: _____

[Name]